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Patrick J. Bonner (PB3352 )

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
-----X  
THOMAS WILLOUGHBY,

08 Civ. 4850 ( LAK )

Plaintiff,

-against-

ANSWER

KOSNAC FLOATING DERRICK CORP.

Defendant  
-----X

Defendant KOSNAC FLOATING DERRICK CORP. (hereinafter "KOSNAC"),  
by its attorneys, Freehill Hogan & Mahar, LLP, answer Plaintiff's Complaint upon  
information and belief as follows:

1. Admits the allegations contained in paragraph "1" of the Complaint.
2. Admits that on November 2, 2007 and other dates, defendant Kosnac was the owner of Tug June K but except as so admitted denies knowledge or information sufficient to form a belief regarding the remaining allegations contained in paragraph "2" of the Complaint.
3. Admits that on November 2, 2007 and other dates, defendant Kosnac operated the Tug June K but except as so admitted, denies knowledge or

information sufficient to form a belief regarding the remaining allegations contained in paragraph "3" of the Complaint.

4. Admits that on November 2, 2007 and other dates, defendant Kosnac managed the Tug June K but except as so admitted, denies knowledge or information sufficient to form a belief regarding the remaining allegations contained in paragraph "4" of the Complaint.

5. Denies knowledge or information sufficient to form a belief regarding the allegations contained in paragraph "5" of the complaint.

6. Admits that on November 2, 2007 and other dates, the plaintiff was a member of the crew of the Tug June K and an employee of the defendant Kosnac but except as so admitted, denies knowledge or information sufficient to form a belief regarding the remaining allegations contained in paragraph "6" of the Complaint.

7. Denies the allegations contained in paragraph "7" of the Complaint.

8. Denies the allegations contained in paragraph "8" of the Complaint.

9. Denies the allegations contained in paragraph "9" of the Complaint.

#### **SECOND COUNT**

10. Defendant repeats and realleges its responses to the allegations in the first count of the Complaint as if fully set forth at length herein.

11. Denies the allegations contained in paragraph "11" of the Complaint.

**FIRST AFFIRMATIVE DEFENSE**

12. The Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

23. Any damages sustained by the Plaintiff due to personal injuries, which are denied, were caused or contributed to by Plaintiff's comparative negligence, and should be reduced in accordance with his comparative negligence.

**THIRD AFFIRMATIVE DEFENSE**

24. Plaintiff had the primary duty to perform the task in which he was engaged in at the time of his injury and was injured as a result of his breach of the primary duty rule as a result of which he cannot recover from Defendant.

**FOURTH AFFIRMATIVE DEFENSE**

25. Plaintiff has reached maximum medical cure.

**FIFTH AFFIRMATIVE DEFENSE**

26. Plaintiff has failed to mitigate his damages.

**SIXTH AFFIRMATIVE DEFENSE**

27. Plaintiff's alleged injuries, if any, were caused by the negligence on the part of persons or entities for whom Defendant is not responsible.

**WHEREFORE**, Defendant KOSNAC respectfully requests judgment in its favor and against Plaintiff, dismissing the Complaint, together with costs of the action and for such other and further relief as this Court may deem just and proper.

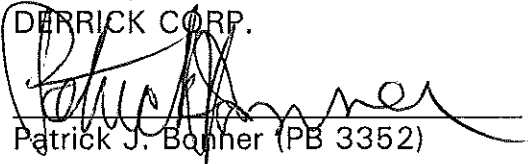
Dated: New York, New York

July 17, 2008

Respectfully submitted,

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for KOSNAC FLOATING  
DERRICK CORP.

By:

  
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